08 C 522

# Exhibit 1, MAGISTRATE JUDGE COX Part 2

## EXHIBIT N

### CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

INTERNATIONAL SURPLUS LINES INSURANCE COMPANY



NAME OF INSUI		COMPANY POLICY NUMBE	R	
ROCKWELL INTERNATION	AL CORPORATION	XSI 8544	<u> </u>	ZIP
		PENNSYTVANT	Δ	15222
PITTSBURGH REINSURANCE POLICY PERIOD	COMPANY POLICY	PENNSYLVANI	RENEWAL CERTI	FICATE NO.
10/01/82   10/01/83	10/01/82_TO_]	0/01/83		
REPLACES CERTIFICATE NO		•		
ITEM 1 - TYPE OF INSURANCE			•	
EXCESS UMBRELLA	LIABILITY			
ITEM 2 - POLICY LIMITS & APPLICAT	ON			
PART OF \$115,000	OCCURRENCE AND I ,000 IN EXCESS OF ERLYING INSURANCE	° \$235,000,000 t	E WHERE APPL WHICH IN TUR	ICABLE N IS
ITEM 3 - COMPANY RETENTION				· · · · · · · · · · · · · · · · · · ·
\$49,000,000 SUBJ	ECT TO FACULTATIV	E REINSURANCE		
ITEM 4 - REINSURANCE ACCEPTED				
PART OF \$52.000.	OCCURRENCE AND IN 000 PART OF \$115, CH IN TURN IS IN	000,000 WHICH :	IS IN EXCESS	OF
ITEM 5 - BASIS OF ACCEPTANCE  EXCESS OF LOSS	X CONTRIBUTING	xcess	NON-CONCURRE	ENT
ITEM 6 - PREMIUM				
\$2,250.00 LESS 2	2.5% CEDING COMMI	SSION		
ITEM 7 - CANCELLATION NOTICE				<b>▼</b>
90 DAYS		•		
FM 14.0.5%; (1-77)		2	.1 ()	

CONSTITUTION REINSURANCE CORPORATION

AUTHORIZED SENATURE
SENIOR VICE PRESIDENT

...

PM 16.0.53 (1-77)

### CERTIFICATE OF REINSURANCE

### CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038

herein called the Reinsurer

### REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy (ies) as follows:

- A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:07 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurence or claims in connection herewith.
- B. Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to such damages.
- C. In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, ilquidator or statutory successor, have any rights under this Certificate of Reinsurance.
- any rights under this Certificate of Reinsurance.

  D. As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representation. The defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.
- E. All loss settlements made by the Company, provided they are within the terms and conditions of the original policy(les) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation.
- F. Definitions As used in this Certificate the following terms shall have the meaning set concesite each.

EXCESS OF LOSS The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage(s) set forth in I tem 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

- G. The Reinsurer will be paid or credited by the Company with its proportion of salvege, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- H. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Cartificate of Reinsurance.
- Reinsurer under this Certificate of Reinsurance.

  I. In the event of the insolvency of the Company, the reinsurance provided by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(ies) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(ies) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem svallable to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.

  The Reinsurer may offset any balance(s), whether on account of
- J. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.
- K. Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.
- L. The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurar.

In Hitness Energy, constitution Reinsurance Corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

Secretary

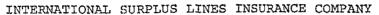
Hard Armaes President

REINSURANCE ABSTR	ACT	POL # KSI	8544 EFF	ECTIVE:	10-1-0
Treaty/ Facultative	%	<sub>e</sub> . Amount	Gross Premium	Total Ceding Cmsm	Fac. Cert. #/Detail
Det	·	1,416,695	1,06,2.50		
B-16		7,083,305	5,312.50	27.5	
y Skandia		5,000,000	3,750	22.5	SC 30105
of INA Re		000,000,8	2,625.	.225	FRC 03 91 55
& Constitution		300,000	2,250	22.5	78662
Bony		2,000,000	1,500.	22.5	C13250
& Phil Re		ladao	750	22.5	N 20913;
of Phil Us Mut.		1,000,000	750.	22.5	,
GRAPINS EX.		12,500,000	9,375.	22.5	
2 Durich Re		3,000,000	3,250.	22.5	*
ALLINOIS INS EX		2,500,000	1875.	55.72	
a) there	·	<i>ತ`ಬ</i> ಹಾಯಾ	1,875.	22.5	
JAV BUFFALO Re	. Alberta de la companya de la comp	5,250,000	1,687.50	22.5	
Jag Casualty		וססספורין	1,312.50	22.5	٠
jag uir		1,500,000	1,125	22.5	-
19 North		1,000,000	250.	FOO	DED
J go Christiana		1,000,000	750.	2-0CT	'82
		12,000,000	39,000.		
LWB 6 (1/72)	Code	Period 12 mo	onths @		

## EXHIBIT O

### CONSTITUTION REINSURANCE CORPORATION 110 WILLIAM STREET • NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS





			***************************************		
NAME OF INSURED		COMPANY POLI	CY NUMBER		
ROCKWELL INTERNATIONAL	CORPORATION	XSI 89	29 STATE		ZIP
PITTSBURGH		DEMNEY		İ	15219
REINSURANCE POLICY PERIOD	COMPANY POLI	PENNSY:	DVALLA	RENEWAL CERTIFIC	
10/01/83   10/01/84	10/01/83 TO	10/01/84			
REPLACES CERTIFICATE NO.					
ITEM 1 - TYPE OF INSURANCE					ļ
FOLLOWING FORM EXCE	SS LIABILITY				
ITEM 2 - POLICY LIMITS & APPLICATION	**************************************				
\$28,000,000 EACH OC PART OF \$40,000,000 EXCESS OF PRIMARY I	IN EXCESS OF	IN THE AGGRI \$60,000,00	EGATE WHE O WHICH II	RE APPLICA N TURN IS	ABLE:
ITEM 3 - COMPANY RETENTION					
\$26,000,000 SUBJECT	TO FACULTATIV	VE REINSURA	NCE		
ITEM 4 - REINSURANCE ACCEPTED					
\$2,000,000 EACH OCC PART OF \$28,000,000 IN EXCESS OF \$60,00 INSURANCE	WHICH IN TURI	N IS PART O	F \$40,000	,000 WHICE	HIS
ITEM 5 - BASIS OF ACCEPTANCE  EXCESS OF LOSS	CONTRIBUTING	3 EXCESS		ON-CONCURRENT	г
ITEM 6 - PREMIUM					
\$2,441.25 NET					
ITEM 7 - CANCELLATION NOTICE					
75 DAYS			•		
- FM 16,0,33 (1-77)		1	n 11	1	

CONSTITUTION REINSURANCE CORPORATION

AUTHORIZED SIGNATURE

SENIOR VICE PRESIDENT

FM 10.0.92 (1-77)

### CERTIFICATE OF REINSURANCE

### CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038 herein called the Reinsurer

### REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and (lmits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(les) as follows:

- The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance relaims in connection berewith. Certificate of Reinsurance or claims in connection herewith.
- B. Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to such damages.
- In no event shall envoice other than the Company or, in the event of the Company's Insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.
- As a condition precedent, the Company shall promptly provide the D. As a condition precedent, the Company shall promptly provice the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.
- E. All loss settlements made by the Company, provided they are within the terms and conditions of the original policy(les) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation.
- Definitions
- As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS. The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

- The Reinsurer will be paid or credited by, the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate of Reinsurance.
- In the event of the insolvency of the Company, the reinsurance pro-I. In the event of the insolvency of the Company, the reinsurance provided by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(les) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(les) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or it receiver, liquidator, or statutory, successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.
- J. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, iosses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.
- K. Should the Company's policy be cancelled this Certificate shal terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment or premium with prior written notice, one to, the other, stating when thereafte the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short state of the carrier at the less of the carrier to the company's calculation in the use of short state of the carrier to the the Company's calculation in the use of short rate or pro rata tables.
- The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Milness Aherent, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its Presiden and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer

rames & Han Secretary

Hard Amais Presiden

IT IS AGREED THAT PART A OF THE NEXT TO LAST SENTENCE OF PARAGRAPH K OF THIS CERTIFICATE IS AMENDED TO READ:

THE DATE WRITTEN NOTICE IS MAILED PLUS THE NUMBER OF DAYS REQUIRED TO CANCEL THE COMPANY'S POLICY REINSURED HEREBY PLUS THIRTY DAYS, NOT TO EXCEED 90 DAYS IN ALL;

This endorsement forms a part of and is for attachment to the following described certificate of reinsurance issued by the company designated therein, takes effect on the effective date of said certificate of reinsurance unless another effective date is shown below, at the hour stated in said certificate of reinsurance and expires concurrently with the said certificate of reinsurance.

Must Be Completed CERTIFICATE NO. ENDT. NO. 363-83-63

Complete Only When This Endorsement Is Not Prepared With The Certificate Of Reinsurance Or Is Not To Be Effective With The Certificate Of Reinsurance EFFECTIVE DATE OF R/I INTERNATIONAL SURPLUS LINES INSURANCE CO. HIS ENDORSEMENT: 10/1/83

A/C ROCKWELL INTERNATIONAL CORPORATION

CONTINENTAL CASUALTY COMPANY

Blank Endorsement C-17093-A

Countersigned by C. D. MOLLOY

Authorized Representative

### INTERMEDIARY CLAUSE

CERTIFICATE NO	71542	ROCKWELL	INTERNATIONAL	CORPORATION
GUY CARPENTER & RECOGNIZED AS THE EITHER PARTY TO THE MITTED.	INTERMEDIAR	Y THROUGH	WHOM ALL FUND	S DUE
PAYMENTS BY THE CO TO CONSTITUTE PAYMENTS TO THE INTERMEDIAR	MENT TO CONS	STITUTION F	REINSURANCE COF	RPORA- ATION

THE COMPANY ONLY TO THE EXTENT SUCH PAYMENTS ARE ACTUALLY

Authorized Representative

RECEIVED BY THE COMPANY.

Case 1:08-cv-00522 Document 1-3 Filed 01/23/2008 Page 11 of 58

# EXHIBIT P

### CONSTITUTION REINSUMANCE CORPORATION

"cf · \* .\* 110 WILLIAM STREET ● NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

North River Insurance Company



CERTIFICATE NUMBER

61627

IAME OF INSURED			RENEWAL CERTIFICATE NUMBER
Rockwell International C	ornoration		The second secon
TY	STATE	ZiP	REPLACES CERTIFICATE NUMBER
Pittsburgh	Penngulyania		
COMPANY POLICY NUMBER	Pennsylvania company po		REINSURANCE POLICY PERIOD
XS 3551	4-1-74 to	4-1-75	4-1-74 to 4-1-75
EM 1- TYPE OF INSURANCE			
Excess Liability			
EM 2- POLICY LIMITS & APPLICATION		······································	
\$25,000,000 each occurr	ence and in the agg	regate where	e applicable
part of \$40,000,000 exce	ss of \$60,000,000		
M 3- COMPANY RETENTION		,	
\$23,000,000 subject to fa	cultative rensuran	ce c	
\$23,000,000 subject to fa	cultative rensuran	ce	
\$23,000,000 subject to fa	cultative rensuran	ce	
\$23,000,000 subject to fa	cultative rensuran	ce	
	cultative rensuran	: ·	
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EM 4- REINSURANCE ACCEPTED			
M 4— REINSURANCE ACCEPTED \$2,000,000 each occurren	ace and in the aggr	egate where	applicable part
M 4- REINSURANCE ACCEPTED	ace and in the aggr	egate where	applicable part 60,000,000
M 4— REINSURANCE ACCEPTED \$2,000,000 each occurren	ace and in the aggr	egate where	applicable part 60,000,000
M 4— REINSURANCE ACCEPTED \$2,000,000 each occurren	ace and in the aggr	egate where	applicable part 60,000,000
M 4— REINSURANCE ACCEPTED \$2,000,000 each occurren	ace and in the aggr	egate where	applicable part 60,000,000
M 4— REINSURANCE ACCEPTED \$2,000,000 each occurren	ace and in the aggr	egate where	applicable part 60,000,000
\$2,000,000 each occurrer of \$25,000,000 part of \$4	ace and in the aggr	egate where	applicable part 60,000,000
EM 4— REINSURANCE ACCEPTED \$2,000,000 each occurren	ace and in the aggr	egate where	applicable part 60,000,000
SEM 4— REINSURANCE ACCEPTED  \$2,000,000 each occurrer of \$25,000,000 part of \$4	ace and in the aggr	egate where excess of \$0	applicable part 60,000,000

THE PREMIUM FOR THIS REINSURANCE SHALL BE \$1,400.00 less 22.5% ceding commission.

CONSTITUTION REINSURANCE CORPORATION

COMPANY COPY Assistant Vice President

### CONSTITUTION REINSURANCE CORPORATION 110 WILLIAM STREET

NEW YORK, NEW YORK 10038

herein scalled the Reinsurer

### REINSURING AGREEMENTS AND CONDITIONS



In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part here: of, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(les) as follows: 5. . . .

- The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's certificate period shall be as specified in the electarations at 12:01 AM as to both dates at the place specified in the Company's policy. The Company shall furnish the Reinsure a copy of its policy and all endorsements thereto and agrees to notify the Rainsurer promotly of all changes which in any manner affect this certificate of rein-turance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this certificate of reinsurance or claims in connection therewith.
- in no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, here any rights under this agreement.
- The Company shall notify the Reinsurer promptly of any occurrence which The Company's sati notify the Keinsurer promptly of any occurrence which in the Company's estimate of the value of injuries or damages sought, without regard to liability, might result in judgement in an amount sufficient to involve this certilicate of reinsurance. The Company shall also notify the Reinsurer promptly of any occurrence in respect of which the Company has created a loss marve equal to or greater than fifty (50) percent of the Company's retention specified in Item 3 of the Declarations, or, if this reinsurance applies on a contributing excess basis, when notice of claim is received by the Company. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this certificate of idinsurance.
- All loss settlements made by the Company, provided they are within the terms and conditions of the original policyties) and within the terms and con-titions of this certificate of reinsurance, shall be binding on the Reinsurer. Updin receipt of a definitive stillement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried empolyeel incurred by the Company in the investigation and sattlement of claims or suits and its proportion of court costs and interest on eny judgement or award; in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the declarations in the first layer of participation.
- . . . . · c.. Definitions

As used in this Caraficate the following terms shall have the meaning set opposite each.

Excess of Loss The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations, applies(y) unly to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

Carper Market War

Contributing Excess. The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Remaurar copies proportionally to all loss settlements in the percentage is set forth in Item 4 of the Declarations.

Non-Concurrent. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company applied only to the hazards or risks of loss or damage specifically described in the Declarations.

- The Reinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- The Company will be liable for all taxes on premiums coded to the Reinsurer under this certificate of reinsurance.
- In the event of the insolvency of the Company, the reinsurance provided by this certificate shall be payable by the Reinsurar on the basis of the hability of the Company under the policy(ies) reinsured, without diminution because of such Inslovency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendinacy of each claim against the Company on the policyllas) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator or statutory successor. The expense thus incurred by the Reinsurer shall be charneable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reunsurér.
- The Reinsurer may offset any balance(s), whether on account of premium commissions, claims, losses, adjustment expense, salvage or any other amountful due from one party to the other under this cerufficate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as cading company.
- Should the Company's policy be cancelled this certificate shall terminate automatically at the same time and date. This certificate may also be cancelled by the company or by the reinsurer upon not less than thirty days prior written notice, one to the other, stating when thereafter the reinsurance afforded here-by shall terminete Proof of mailing shall be deemed proof of notice and, calcu-lation of the earned premium shall follow the company's exculation in the use of short rate or pro rata tables.
- The terms of this certificate of reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

IN WITHERS THEREOF, CONSTITUTION REINSURANCE CORPORATION has caused this certificate of reinsurance to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Rainsurer unless countersigned by an authorized representative of the Rainsurer.

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Affand ... Secretary

9 -- 2 -

Baraflunes President

NO. 1. (Revised)

FOR ATTACHMENT TO CERTIFICATE NO. 6.1627. BETWEENA/C: ROCKWELL INTERNATIONAL. CORPORATION R/I NORTH RIVER INSURANCE COMPANY and CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT April 1, 1974 ....

FROM, 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR AND IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$1,708.00 LESS 22.5% CEDING COMMISSION, PAYABLE 4-1-75, IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS EXTENDED TO EXPIRE ON APRIL 1. 1976.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF ENDORSEMENT #1 ARE HEREBY NULL AND VOID.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

In 理itness 证herent, the constitution reinsurance corporation has caused this endorsement to be signed by its president and secretary at New York, New York, But the same shall not be binding upon the reinsurer unless countersigned by another officer of the reinsurer.

COUNTERSIGNED AT NEW YORK, NEW YORK THIS . . . . . . DAY OF April . ... . . , 19...75... . GUY CARPENTER & COMPANY, INC.

Rockwell Int'l Our File 1377-00-0047/1 August 28, 1974

Mr. Piety

P.S. Also, enclosed are the following:

Endorsement No. 2 to Carpenter Management's Certificate 7001267

Endorsement No. 1 to Constitution Reinsurance Corporation's Certificate 61627

In addition, in accordance with your instructions, we are requesting reinsurers to endorse their Certificates to amend the cancellation to read "original plus 30 days".

BETWEEN A/C: Rockwell International Corp. FOR ATTACHMENT TO CERTIFICATE NO. 61627 

FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

> For and in consideration of an additional premium of \$1,400.00 less 22.5% ceding commission, payable 4-1-75, it is understood and agreed that the certificate of which this endorsement forms a part is extended to expire on April 1, 1976.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

In Witness Whereof, the constitution reinsurance corporation has caused this endorsement to BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

CONSTITUTION REINSURANCE CORPORATION

NO...?.....

BETWEEN A/C: ROCKWELL INTERNATIONAL FOR ATTACHMENT TO CERTIFICATE NO. 61627 CORP. R/I; NORTH RIVER INSURANCE COMPANY #XS.3551
APRIL 1, 1974 CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT

FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

> FOR VALUE RECEIVED IT IS AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART SHALL BE AMENDED TO REFLECT A CANCELLATION NOTIFICATION PERIOD OF (60) SIXTY DAYS IN LIEU OF (30) THIRTY DAYS AS SHOWN.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

In 知ithers 理herent, the constitution reinsurance corporation has caused this endorsement to be signed by its president and secretary at New York, New York, But the same shall not be binding upon the reinsurer unless countersigned by another officer of the reinsurer.

24TH

COUNTERSIGNED AT NEW YORK, NEW YORK THIS ..........

DAY OF OCTOBER CONSTITUTION REINSURANCE PARPORATION

NO. . . 3. . . . .

FOR ATTACHMENT TO CERTIFICATE NO. 61627. BETWEEN A/C: ROCKWELL INTERNATIONAL R/I: NORTH-RIVER-INSURANCE.CO.... #XS 3.5.51... and CORPORATION CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT SEPTEMBER 1, 1974

FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR AND IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$178.95 LESS 22.5% CEDING COMMISSION IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSE-MENT FORMS A PART SHALL ACCEPT THE TERMS AND CONDITIONS OF ENDORSEMENT NUMBER (2) TWO OF THE COMPANY'S POLICY.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

JII 理itness 理herent, the constitution reinsurance corporation has caused this endorsement to be signed by its president and secretary at new York, new York, but the same shall not be binding upon the reinsurer unless countersigned by another officer of the reinsurer.

COUNTERSIGNED AT NEW YORK, NEW YORK THIS .... 27TH .... DAY OF FEBRUARY ..., 19 75....

CONSTITUTION REINSURANCE CORPORATION

# EXHIBIT Q

### CONSTITUTION REINSURÂNCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

THE NORTH RIVER INSURANCE COMPANY



ROCKWELL INTERNATION	A I. CORPORATIO	COMPANY POLICE ON XS 421				
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PITTSBURGH	••	PENNSYL	VANIA			
REINSURANCE FOLICY PERIOD 04/01/76 04/01/77	COMPANY FOLIC 4/1/76 TO 4			RENEWAL CERTIFIC	ATE NO.	·
REPLACES CERTIFICATE NO.	6162	7				•
ITEM 1 - TYPE OF INSURANCE EXCESS LIABILITY						
ITEM 2 - POLICY LIMITS & APPLICATION	,		,	CANADA MARTINIANA A SAN AND AND AND AND AND AND AND AND AND A		
\$20,000,000 EACH OC APPLICABLE PART O	CURRENCE ANI OF \$40,000,000 I	IN THE AGEXCESS OF \$	GREGATI 60,000,0	E WHERE 00		
ITEM 3 - COMPANY RETENTION						
\$18,000,000 SUBJECT	TO FACULTAT	IVE REINSU	RANCE			a control de la control de
ITEM 4 - REINSURANCE ACCEPTED				· · · · · · · · · · · · · · · · · · ·		
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\$2,000,000 EACH OCC APPLICABLE PART O	OT \$20,000,000 T	IN THE AGG	KECATE	WHICH		-
IS EXCESS OF \$60,000		TILL OF \$40	., 000,000		***	
m 12201200 01 400,000	,, , , , , ,					
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ITEM 5 - BASIS OF ACCEPTANCE  EXCESS OF LOSS	CONTRIBUTING	EXCESS	· [	NON-CONCURREN	τ	
ITEM 6 - PREMIUM	•					
\$3,000.00 LESS 22.5%	CEDING COMM	ISSION	•	•		
ITEM 7 - CANCELLATION NOTICE			# ·			<del></del>
112(11)		•				•
60 DAYS						
60 DAYS						—— <del>~</del> ———

### CERTIFICATE OF REINSURANCE

### CONSTITUTION REINSURANCE CORPORATION

herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby refinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy (les) as follows:

The Company warrants to retain for its own account, subject to treaty reassurance if applicable, the amount of liability specified in Item 3 of the Deckrations, unless otherwise declared no the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as nonconcurrent reinsurance in the Declarations. The Reinsurer's Certificate period mail be as specified in the Declarations at 12:01 AM as to both dates at the place The specified in the Company's policy. The Company shall furnish the Rainster with the copy of its policy and all endorsements thereto and agrees to notify the Rainstein. surer promotity of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer as all reasonable times, all records of the Company re-

B. In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory 'slocessory have any rights under this Certificate of Reinsurance.

The Company shall notify the Reinsurer promptly of any occurrence which in the Company's estimate of the value of injuries or damages sought, withcut regard to liability, might result in judgment in an amount sufficient to involve this Certificate of Reinsurance. The Company shall also notify the Reinsurer promptly of any occurrence in respect of which the Company has created a loss reserve equal to or greater than fifty (50) percent of the Company's retention specified in item 3 of the Declaration, or, if this reinsurance applies on a contributing excess basis, when notice of claim is received by the Company. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevartheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join in the Company and its regressmatives in the defense and control of any claim, our or proceeding involving this Certificate of Reinsurance.

D. All loss settlements made by the Comoany, provided they are within the terms and conditions of the original policyliest and within the terms and conditions. citrons of this Certificate of Reinsulance; shall be binding ob the Reinsurgr. Upon ! portion of such loss as set forth in the Declarations. In addition thereto; the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and settlement of claims or suits and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation.

### Definitions

As used in this Certificate the following terms shall have the meaning set op-

The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, refinance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT

The reinsurence provided does not apply to any has study or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Daclarations. The retention of the Company and liability of the Heinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the ---

F. The Reinsurer will be paid or credited by the Company with its proportion of salvege, that is, reimbursament obtained or recovery made by the Company. less all expenses paid by the Company in making shift recovery. If the reinsurance as all expenses packing the control in historical factorics, and the supplied in the inverse order in which liability-attaches.

The Company will be liabile for all taxes on premiums ceded to the Re-

insurer under this Certificate of Reinsurance. .....

H. In the event of the insolvency of the Commany, the refinsurance provided by this Certificate shall be payable by the Reinsuran on the basis of the liability of the Company under the policy(les) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written realed of the pendancy of each claim against the Company on the policy(les) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the company's of a proportionate share of the benefit which may accorde to the Company's solely as the result of the defense undertaken by the Reinsurer.

1. The Reinsurer may conset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other of the Company under the policy(les) reinsured, without diminution because of

miums, commissions, claims. losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance of Under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reliasurer or as cading company.

J. Should the Company's policy be cancelled this Cartificate shall terminate "Fautomatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown In Item 7 except ten (10) days for hon-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded here, by shall terminate. Proof of mailing shall be deemed proof of notice and calculate. tion of the earned premium shall follow the Company's calculation in the use of , short rate or pro rata tables.

K. The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part flereof, executed by a duly authorized representative of the Reinsurer.

In Mitness Whereof, constitution Reinsurance corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

NO....1....

63248 FOR ATTACHMENT TO CERTIFICATE NO. BEIWEEN THE SELECTIVE DATE OF THIS ENDORSEMENT APRIL 1, BETWEEN A/C: ROCKWELL INTERNATIONAL

FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HERBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR VALUE RECEIVED IT IS UNDERSTOOD AND AGREED THAT ITEM # 1 - TYPE OF INSURANCE IS AMENDED TO READ:

FOLLOWING FORM EXCESS LIABILITY

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

III WILLIAMS THE CONSTITUTION REINSURANCE CORPORATION HAS CAUSED THIS ENDORSEMENT TO BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

COUNTERSIGNED AT NEW YORK, NEW YORK THIS .....

22nd

# EXHIBIT R

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS.



INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

T	<u> </u>	NAME OF INSURED			COMPANY POLI	CY NUMBER	7	
•	ROCKW	ELL INTERNATION	NAL CORPO	RATION	XSI 374			
ſ		CITY				STATE	_	ZiP
1		PITTSBURGH				NSYLVANI		
1		NCE POLICY PERIOD		PANY POLICY		ļ	RENEWAL CERTIF	CATE NO.
1	04/01/77	04/01/78	04/01/77	TO	04/01/78	<u> </u>		
1		ERTIFICATE NO.		632	48			
1	ITEM 1 - TYPE O	F INSURANCE						
		FOLLOWING FORM	-	LIABIL	ITY			
1	ITEM 2 - POLICY	LIMITS & APPLICATION						
		\$22,500,000 EA PART OF \$40,00 OF PRIMARY						
	ITEM 3 - COMPAI	NY RETENTION \$20,500,000 SU		7.1.0077.1			ł	
	ITEM 4 . REINSI)	RANCE ACCEPTED						
}	TIEM 4 - TIEMOO	TIPETOC PROPERTY						
		\$2,000,000 EAC PART OF \$22,50 \$60,000,000 WH	0,000 PAR	RT OF	\$40,000,000	WHICH I	E WHERE AP	PLICABLE OF
ľ	ITEM 5 - BASIS O	F ACCEPTANCE						
	EXCES	FOF LOSS	Ж сонт	HIBUTING E	XCE8S		HON-CONCURREN	τ
1	ITEM 6 - PREMIU	M		***************************************			The state of the s	
		\$4,000.00 LESS	20% CEDI	ing coi	Mission			
+	ITEM 7 - CANCEL	LATION NOTICE			······································	***************************************		
4	we were the trade (the βα	45 DAYS						
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CONSTITUTION REINSURANCE CORPORATION

VICE PRESIDENT

### CERTIFICATE OF REINSURANCE .

### CONSTITUTION REINSURANCE CORPORATION

. 110 WILLIAM STREET NEW YORK, NEW YORK 10038

· herein called the Reinsurer

### REINSURING AGREEMENTS AND CONDITIONS

الما المدينة في المرازي الما المرازي أماء المراجعة فالماسا عباليا يتباد In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy (ies) as follows: . .

A....The Company warrants to retain for its own account subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall-follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent minsurence in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endosements thereto and as a condition procedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurance of Reinsurance or claims, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith. -3 Certificate of Reinsurance or claims in connection herewith.

B. Liability of the Reinsurar for any damages assessed against the Company-arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Cartificate unless the Reinsurer shall have been made swere of and shall have concurred in the actions giving rise to -2.

Carrie in no event shall anyons other than the Company or, in the event of the Company's insolvency his receiver, liquidator or statutory successor, have any rights under this Cartificate of Reinsurance.

Reinsurer with a definitive stitement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty [50] percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate accurate a sits own expense and to join with the Company and its representacounsel at its own expense and to join with the Company and its representa-tives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.

Lettificate of reinsurance.

E. All loss settlements made by the Company, provided they are within the terms and conditions of the original policy(ies) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurar. Upon receipt of a definitive statement of loss, the Reinsurar shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurar shall pay its proportion of expenses fother than office expenses and payments to any salaried employee) incurred by the Company in the Investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurar's loss payment beers to the Company's gnoss loss payment, if there is no loss payment, the Rainsurar shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in item 4 of the Declarations in the first liver of participation. of the Declarations in the first layer of participation.

· Definitions As used in this Certificate the following terms shall have the meening set opposite each.

EXCESS OF LOSS. The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS. The Company's policy applies in excess of other valid insurance, reinsurance or a saif insured retention and the limit of liability of the Reinsurer applies proportionally to all loss attlements in the percentage(s) sat forth in Item 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

The Reinsurer will be paid or credited by the Company with its pro-G. The Heinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company-in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

H. The Company will be liable for all taxes on premiums coded to the Reinsurer under this Certificate of Reinsurence:

In the event of the insolvency of the Company, the reinsurance pro-It is the event of the Insolvency of the Company, the reinsurance provided by this Certificate shall be payable by the Rainsurer on the basis of the liability of the Company under the policy(ies) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(ies) reinsured hereunder within a reasonable time after such claim is filed in the Insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose; at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the Rainsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer. result of the defense undertaken by the Reinsurer.

J. The Reinsurer may offset any belance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement; heretofore, or hereafter:entered into between the Company and the Reinsurer, whether exting as assuming reinsurer or as ceding Company.

reinsurer or as ceding Company.

K. Should the Company's policy. be cancelled this Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except tan I100 days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate, Proof of meiling shall be deemed proof of notice and calculation of the sarred premium shall follow the Company's calculation in the use of short rate or pro rate tables. the Company's calculation in the use of short rate or pro rate tables.

The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Hitness Allerent, Constitution Revisurance Corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

rames John Secretory 32 33!



### *⇒***CERTIFICATE OF REINSURANCE** CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038

herein called the Reinsurer REIIISURING AGREEMENTS AND CONDITIONS

of, the Reinsurer rices hereby releasure the ceding company named in the Declarations (hovein collect the Company) in respect of the Company's policyties) as follows

In consideration of the payment of the premium and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part here

The Come any warrants to person for its only account such as to trouve ininsurance if applicable, the small of the first of colored in the place of the first of the firs thall be subject in all respects to the conformal set of the Company's policy except when obstance in the December of the concurrent reinsurance in the Company's and the Comp policy except when of revenue purconcurrent reinsurance to the Deshall be as so, ifsed in the Contract ste serval 486.00 shall be as secondary as Company is partially a copy of a spoking at distinction as a copy of a spoking at distinction as a copy of a spoking at distinction and a surer promptly of all changes of the company of it is associated by a secondary, and a company of the Residual state of the . . . .

and the second second In to event . 4 Company . insolve: cv. it \*11 rights under this Certificate

4.. . C. The Company shall not the second of the value of the order of second of the value of the order of the second of the value of the order of the ord which in the Compan's estimate of the value of the release of the resonance of the resonanc nevertheless have the right and that the north the special problem in the full incompany it insometimes the company it insometimes the special problem in the company and its representative in the strength of the strength of the company and its representative in the strength of the st

All loss settlements made by the Company, and they are writing the terms and conditions of the original policy(self) id with the turns and our ditions of this Certificate of Reinsurance, shall be bridging on the Reinsurance, upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations in addition the eto, the Reinsurar shall pay its proportion of expenses lother than office expenses and pay ments to any salaried employee) incurred by the Company in the investigation and settlement of claims or suits and its proportion of court costs and instress on any judgment or award, in the ratio that the Rainsurer', loss payment bears to the Company's gross loss payment if there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation

### Definitions

As used in this Certificate the following terms shall have the meaning set opposite each.

**EXCESS OF LOSS** The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS. The Company's policy applies in excess of other welld in urance, relinantince or a self-injured retention and the limit of liability of the Reviewer applied proportionally to all loss settlements in the percentagels) set erth in Item Act to Diclarations

NON CONCURRENT The remande provided does not apply to any hazand it is the second of the se ipn' er' int, in the heards or tish of 'est or damage specifically described in the Jayal St a St

in and actividity of Company with its proportion if subject this to a business make or most by made by the Company, then to extensive be distributed by the Company in risking such recovery. If the runisarians afforded by the Company in risking such recovery, if the runisarians afforded by the formation is on the excellent lass barrs, solvege that be obtained. The Homes of it and chickenties attaches

The formula with the fields for all table on premiums caded to the Re-

In the every of the increasing of the Company, the reinsurance provided or, in a long state in the proposal of the Reinsurer on the basic of the highlity of the Reinsurer on the basic of the highlity of the Reinsurer in the state of the proposal of the mount of more in the state of the company of the state of the product of the pendancy of each cramby of million of the pendancy of each cramby of the state of the pendancy of each cramby of the state of the pendancy of each cramby of the state of the pendancy of the pendancy of the state of the pendancy of the pendancy of the cramby of the pendancy of the pendancy of the company of the pendancy of offices it has done is after a rolling Chinpar and race very liquidator, or state term surces. The exercise thus incorred by the Reinsurer shall be chargeable, subject to court approves, against the insolvent Cumpany as part of the expense of fractionary the exect of a proportionare there of the benefit which may across to the form any collety as the result of the defense undertaken by the Revesurer

- . The Rainsufer may offset any balancelst, whether on account of premiums, communiors, claims, iosses, adjustment expense, salvage or any other amount(s) due from one party in the other under this Certificate of Reinburance or under any other agreement heretofore or hareafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company
- I Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the rejneurance afforded hereby shall terminate. Proof of mailing shall be deemed proof of notice and calcula-tion of the earned premium shall follow the Company's calculation in the use of
- The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer,

In Hillness Thereof, constitution Reinsurance Corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

Sand Armaeo President

# EXHIBIT S

### CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 20038

CEDING COMPANY AND ADDRESS

INTERNATIONAL SURPLUS LINES INSURANCE COMPANY



		COMPANY POLI	CY NUMBER		***********
ROCKWELL INTERNATIONAL		XSI 4448			
CITY			STATE	ZIP	
PITTSBURGH		PENNSYLVA		15219	
REINSURANCE POLICY PERIOD	COMPANY POL		REN	EWAL CERTIFICATE NO	
04/01/78   04/01/79	04/01/78 TO	04/01/79		•	
REPLACES CERTIFICATE NO.					
ITEM 1 - TYPE OF INSURANCE					
FOLLOWING FORM EXC			ITO LIABILIT	TY, WORKERS	
COMPENSATION AND E	MPLOYERS LIAB	ILITY			
TIEW 2-POLICY LIMITS & APPLICATION			•	• • • • •	•
\$18,000,000 EACH O PART OF \$40,000,00 OF PRIMARY	CCURRENCE AND O EXCESS OF \$	IN THE AGGR 60,000,000 W	REGATE WHERE UHICH IN TUI	E APPLICABLE RN IS EXCESS	
		•			
ITEM 3 - COMPANY RETENTION		<del></del>	<del></del>		<del></del>
					•
•	•	•	•	•	•
\$16,000,000 SUBJEC	T TO FACULTAT	IVE REINSURA	INCE		
	• .			•	
ITEM 4 - REINSURANCE ACCEPTED					<del></del>
TILM 4 - NEMOONANCE ACCEPTED	-	•		,	
\$2,000,000 EACH OCC PART OF \$18,000,000 WHICH IN TURN IS EX	O PART OF \$40	,000,000 WHI	GATE WHERE CH IS EXCES	APPLICABLE SS OF \$60,000,00	0
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PART OF \$18,000,000 WHICH IN TURN IS EX  ITEM 5- BASIS OF ACCEPTANCE  EXCESS OF LOSS  ITEM 6-PREMIUM  \$3,520.00 NET	O PART OF \$40 XCESS OF PRIM	,000,000 WHI ARY	CH IS EXCES	SS OF \$60,000,00	0

CONSTITUTION REINSURANCE CORPORATION

VICE PRESIDENT

### CONSTITUTION REINSUSANCE CORPORATION

110 WILLIAM STREET

NEW YORK, NEW YORK 10038 herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(ies)

A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise disclared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto, and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner aftect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith. Certificate of Reinsurance or claims in connection herewith.

Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation; defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to such damages.

C. In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.

D. As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance. 73.74 \*\* 2.1 Certificate of Reinsurance.

E. All loss settlements made by the Company, provided they are within the terms and conditions of the original policy(ies) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company expenses and payments to any salaried employee incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Delegation in the first and contributing excess the salary of anti-line in the first and anti-lin of the Declarations in the first layer of participation.

As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of Joss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

The Reinsurer will be paid or credited by the Company with its pro-In the measurer will be paid or created by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate of Reinsurance.

Reinsurer under this Certificate of Reinsurance.

I. In the event of the insolvency of the Company, the reinsurance provided by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(les) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(les) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.

J. The Reinsurer may offset any balance(s) whether on account of

The Reinsurer may offset any balance(s), whether on account of J. The Heinsurer may other any base to the terminant of t

K. Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except tan (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or the rate at ables. the Company's calculation in the use of short rate or pro rata tables

The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

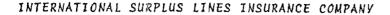
In Mitness Therent, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

# EXHIBIT T

### CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS





NAME OF INSURED		COMPANY POLI	CV NUMBER	r	
ROCKWELL INTERNATIONAL	CODDODATION	1			
CITY	VVXLVADIAVA	XSI 5	STATE	1	ZIP
PTTTSBURGH REINSURANCE POLICY PERIOD		PENNS	LVANIA		15219
REINSURANCE POLICY PERIOD	COMPANY POLIC	YPERIOD		RENEWAL CERTIFIC	ATE NO.
04/01/79   04/01/80	04/01/79 TO	04/01/80			
REPLACES CERTIFICATE NO.	65680				
ITEM 1 - TYPE OF INSURANCE					
EXCESS UMBRELLA LIA	BILITY				
ITEM 2 - POLICY LIMITS & APPLICATION		<del></del>	W-V		
\$18,000,000 EACH OC PART OF \$40,000,000 OF PRIMARY	CURRENCE AND I EXCESS OF \$60	N THE AGGRE ,000,000 WH	EGATE WHE	ERE APPLICA CURN IS EXC	BLE ESS
ITEM 3 - COMPANY RETENTION					
\$16,000,000 SUBJECT	TO FACULTATIV	E REINSURAN	CE		
ITEM 4 - REINSURANCE ACCEPTED				***************************************	
\$2,000,000 EACH OCCU PART OF \$18,000,000 \$60,000,000 WHICH IN	PART OF \$40.0	00.000 WHIC	H IS EXC	E APPLICAB ESS OF	LE
ITEM 5 - BASIS OF ACCEPTANCE					
EXCESS OF LOSS	X CONTRIBUTING	EXCESS		NON-CONCURRENT	
ITEM 6 - PREMIUM					
\$3,200.00 NET					
ITEM 7 - CANCELLATION NOTICE	<del></del>	7.7.	<u> </u>		
90 DAYS					

CONSTITUTION REINSURANCE CORPORATION

GUY CARPENTER & COMPANY, Inc.
MIDWEST DEPARTMENT
REINSURANCE
100 SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 50608

VICE PRESIDE

### CERTIFICATE OF REINSURANCE

### CONSTITUTION REINSURANCE CORPORATION 11DWILLIAM STREET NEW YORK, NEW YORK 10038

herein called the Reinsurer

### REINSURING AGREEMENTS AND CONDITIONS

in consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(ies) as follows:

- A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in 11em 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in 11em 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsoments thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith.
- B. Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to such damages.
- In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.
- ony rights under this Certificate of Heinsurance.

  D. As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawarit. The Company shall also notify the Reinsurur promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty [50] percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance. Certificate of Reinsurance
- E. All loss settlements make by the Company, provided they are within the terms and conditions of the original policyles) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office superises and payments to any salaried employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4. of the Declarations in the first layer of participation.
- Definitions As used in this Certificate the following terms shall have the meaning set opposite each.
- EXCESS OF LOSS. The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applicable retention of the portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically sat forth in the Declarations. The retention of the Company and liability of the Reinsurer shelf be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

- G. The Reinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all experses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inversi order in which liability attaches.
- H. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate of Reinsurance.
- Reinsurer under this Certificate of Reinsurance.

  In the event of the insolvency of the Company, the reinsurance provided by his Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(les) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(les) reinsured hereunder within a reasonable time after such claim is filled in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a propor tionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.

  J The Reinsurer may offset any balance(s), whether on account of
- J The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.
- K. Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro-rest tables.
- L. The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Hilness Hiperen, Constitution Reinsurance Corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

rames of Ahan secretary.

Hand Amais President

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NO. 1

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cor	FOR ATTACHMENT TO CERTIFICATE NO PORATION R/I: INTERNATIONA CONSTITUTION REINSURANCE CORPORATION	L SURPLUS LINES INSUR	ANCE COL	INTERNATIONAL MPANY #XSI 5515 and APRIL 1, 1979
	FROM 12:01 O'CLOCK A.M. STANDARD TIME CERTIFICATE OF WHICH THIS ENDORSE IT IS UNDERSTOOD AND AGREED THAT:			
<b>!</b>	ITEM 1 - TYPE OF INSURANCE ITEM 2 - POLICY LIMITS AND APPLICAT ITEM 3 - COMPANY RETENTION ITEM 4 - REINSURANCE ACCEPTED ITEM 5 - BASIS OF ACCEPTANCE ITEM 6 - PREMIUM ITEM 7 - CANCELLATION NOTICE	TION ,		UDIT ICEPTION DATE IPIRATION DATE AME OF INSURED INDORSEMENT NUMBER ANCELLED
	I SHALL BE AMENDED TO READ AS FOLLOWS:			
	EXCESS INSURANCE C	ert missing # 18-299		
			R E	RPENTER & COMPANY, Inc. DWEST DEPARTMENT INSURANCE SOUTH WACKER DRIVE CAGO, ILLINOIS 60606
· · ·	· ADDITIONAL PREMIUM	RETURN PREMIUM		CEDING COMMISSION
	***		•	ng sin ap
	ALL OTHER TERMS AND CONDITIONS REMAIN	N UNALTERED.	99,44- <u></u>	
·	In mitness miprent, the Constitute Signed by its president and secreta upon the reinsurer unless countersign	TION REINSURANCE CORPORATI ARY AT NEW YORK, NEW YORK, NED BY ANOTHER OFFICER OF TH	ON HAS CAL BUT THE SA E REINSURER	USED THIS ENDORSEMENT TO ME SHALL NOT BE BINDING
	JJ Ala Secretary	iii siyiE	y Aa	Africaio President
	COUNTERSIGNED AT NEW YORK, NEW YORK	THIS 12th D	ay of a rensural ao _ U.	JULY 19.79 HICE CORPORATION  DOWNE

FM 16.0.112 (4-78)

# EXHIBIT U

		ENDORS	EMENT		NO.	1
FOR R/	T ATTACHMENT TO CERTIFICATE NO I: INTERNATIONAL SURPLUS LIN	68615 BET	WEEN A/C: COMPANY #	ROCKWELI XSI 6804	INTERNATION	AL CORPOR
CON	STITUTION REINSURANCE CORPORATIO	N. EFFECTIVE D	ATE OF THIS EN	DORSEMENT	APRIL 1, 19	980
THE	OM 12:01 O'CLOCK A.M. STANDARD TIM CERTIFICATE OF WHICH THIS ENDORSE. UNDERSTOOD AND AGREED THAT:					
	ITEM 1 - TYPE OF INSURANCE ITEM 2 - POLICY LIMITS AND APPLICAT ITEM 3 - COMPANY RETENTION ITEM 4 - REINSURANCE ACCEPTED ITEM 5 - BASIS OF ACCEPTANCE ITEM 6 - PREMIUM ITEM 7 - CANCELLATION NOTICE	ION		- 0000	AUDIT INCEPTION DATE EXPIRATION DATE NAME OF INSUR ENDORSEMENT F CANCELLED	ED .
JJAHR K	BE AMENDED TO READ AS FOLLOWS:				•	
			RE	INSURA	ANCE	The second secon
			CHI	SOUTH WACK CAGO, ILLINO	IS 60606	E
ADDIT	IONAL PREMIUM .	F	return premiu. -	M	CEDING	COMMISSIO
	IONAL PREMIUM - THER TERMS AND CONDITIONS REMAIN		return premiu -	M	CEDING	COMMISSION .
ALL O		UNALTERED. TION REINSURA	- NCE CORPORA	TION HAS C	CAUSED THIS END	COMMISSION
ALL O	THER TERMS AND CONDITIONS REMAIN Witness 知herpof, the constituence by its president and secreta	UNALTERED. TION REINSURA	- NCE CORPORA	TION HAS C	CAUSED THIS END	

	ENDORSEMENT		NO. 2	•
w * * * * * * * * * * * * * * * * * * *	•••			
FOR ATTACHMENT TO CERTIFICATE NO. R/I: INTERNATIONAL SURPLUSS L	6801'5 BETWEEN A/C: ROC	KWELL IN	TERNATIONAL C	
CONSTITUTION REINSURANCE CORPORA			OCTORER 1, 1	980
FROM 12:01 O'CLOCK A.M. STANDARD THE CERTIFICATE OF WHICH THIS ENDOR IT IS UNDERSTOOD AND AGREED THAT:				
ITEM 1 - TYPE OF INSURANCE ITEM 2 - POLICY LIMITS AND APPLIC ITEM 3 - COMPANY RETENTION ITEM 4 - REINSURANCE ACCEPTED ITEM 5 - BASIS OF ACCEPTANCE ITEM 6 - PREMIUM ITEM 7 - CANCELLATION NOTICE	CATION		AUDIT INCEPTION DATE EXPIRATION DATE NAME OF INSURED ENDORSEMENT NO CANCELLED	٠ ـ
SHALL BE AMENDED TO READ AS FOLLOWS	S:			٠
EFFECTIVE: OCTOBER 1, 198	0			
•	RI	EINSU	RANCE	Tink.
ADDITIONAL PREMIUM	RETURN PREMIUM		CEDING CO	OMMISSION
	\$ 1,546.90 NET			
ALL OTHER TERMS AND CONDITIONS REM.	AIN UNALTERED		-	
In Witness Wherrof, the Consti Be signed by its president and secre upon the reinsurer unless counters	TUTION REINSURANCE CORPORATION	ON HAS CA BUT THE SA E REINSURE	AUSED THIS ENDO AME SHALL NOT ER.	RSEMENT TO BE BINDING -
COUNTERSIGNED AT NEW YORK, NEW YO			OVEMBER	

FM 16.0.112 (4-78)

# EXHIBIT V

# CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREE I NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

INTERNATIONAL SURPLUS LINES INSURANCE COMPANY



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NAME OF INSURED		COMPANY POLIC			
SHELL OIL COMPANY		XSI 49	10 STATE		ZIP
HOUSTON		TEXAS			77001
HOUSTON REINSURANCE POLICY PERIOD	COMPANY POLICY	PERIOD		RENEWAL CERTIFIC	ATE NO.
08/22/78   07/01/79	08/11/78 TO 0	7/01/79	· · · · · · · · · · · · · · · · · · ·		
REPLACES CERTIFICATE NO.					
ITEM 1 - TYPE OF INSURANCE	,				
EXCESS UMBRELLA LIA	BILITY				
ITEM 2 - POLICY LIMITS & APPLICATION		•			
\$5,275,000 EACH OCC	URRENCE AND IN	THE AGGREG	ATE WHER	E APPLICAB	LE
PART OF \$50,000,000		,000,000 W	HICH IN	TURN IS EX	CESS
OF UNDERLYING INSUR	ANCE				
ITEM 3 - COMPANY RETENTION			akaning and angle gigs in the program of the constraint all an		•
\$4,275,000 SUBJECT	TO FACULTATIVE F	REINSURANCE	£		
		•			
ITEM 4 - REINSURANCE ACCEPTED					
\$1,000,000 EACH OCCL	IRRENCE AND IN T	HE AGGREGA	TE WHER	E APPLICAB	LE
PART OF \$5,275,000 F	ART OF \$50,000,	000 WHICH	IS EXCE.	SS OF \$105	,000,000
WHICH IN TURN IS EXC	ESS OF UNDERLYI	NG INSURAN	ICE.		
ITEM 5 - BASIS OF ACCEPTANCE			·		
EXCESS OF LOSS	X CONTRIBUTING EX	CESS	<u></u> '	NON-CONCURRENT	
ITEM 6 - PREMIUM			· · · · · · · · · · · · · · · · · · ·		
A4 ((A 75 NEW			•		
\$1,662.38 NET					
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ITEM 7 - CANCELLATION NOTICE			Sustantian		
75 DAYS					
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CONSTITUTION REINSURANCE CORPORATION

VICE PRESIDENT

#### CERTIFICATE OF REINSURANCE

#### TITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038

herein called the Reinsurer

#### REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(ies)

- The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in I tem 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurence. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Cartificate of Reinsurance or claims in connection herewith.
- Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to
- In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.
- As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.
- All loss settlements made by the Company, provided they are within the terms and conditions of the original policy (les) and within the terms and onditions of this Certificate of Reinsurance, shall be binding on the Reinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly gay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsure: shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the injestigation and its proportion of court costs and interest on any adgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation.

F. Definitions At used in this Cartificate the following terms shall have the meaning set

EXCESS OF LOSS. The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's Investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

- The Reinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate of Reinsurance.
- In the event of the insolvency of the Company, the reinsurance provided by his Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(les) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(les) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.
- The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.
- K. Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.
- The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Mitness Thereof, Constitution Reinsurance Corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer

# NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - REINSURANCE

- (1) This reinsurance does not cover any loss or liability accruing to the Company as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.
- (2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Company (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

#### Limited Exclusion Provision.\*

- I. It is agreed that the policy does not apply under any liability coverage,
  - to bodily injury or property damage with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
- II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either
  - (a) become effective on or after 1s; May, 1960, or
  - (b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof,
- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Company (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

#### Broad Exclusion Provision.\*

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to bodily injury or property damage

  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to first aid,
  - to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

- III. Under any Liability Coverage, to soldily injury or property damage resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom:
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the { injury, sickness, disease, death or destruction bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only injury to or destruction of property at such nuclear facility.

    To property damage to such nuclear facility and any property thereat.

#### IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" "property damage" includes all forms of radioactive contamination of property.

Includes all forms of radioactive contamination of property.

- V. The inception dates and thereafter of all original policies affording coverages specified in this paragraph (3), whether new, renewal or replacement, being policies which become effective on or after 1st May, 1960, provided this paragraph (3) shall not be applicable to
  - (i) Garage and Automobile Policies issued by the Company on New York risks, or
  - (ii) statutory liability insurance required under Chapter 90, General Laws of Massachusetts, until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (4) Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Company in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association or the Independent Insurance Conference of Canada.

<sup>\*</sup>NOTE. The words printed in Italics in the Limited Exclusion Provision and in the Broad Exclusion Provision shall apply only in relation to original liability policies which include a Limited Exclusion Provision or a Broad Exclusion Provision containing those words.

#### **ENDORSEMENT**

NO .

FOR ATTACHMENT TO CERTIFICATE NO. 66114 BETWEEN A/C: SHELL OIL COMPANY R/I: INTERNATIONAL SURPLUS LINES INSURANCE COMPANY #XSI 4910 and CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT AUGUST 22, 1979

FROM, 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR AND IN CONSIDERATION OF A NET ADDITIONAL PREMIUM OF \$58.18, IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ITEMS SHALL BE AMENDED TO READ AS FOLLOWS:

### REINSURANCE POLICY PERIOD

AUGUST 11, 1978 TO JULY 1, 1979

ITEM 6 - PREMIUM

\$1,720.56 NET

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

In 知itness 理herent, the constitution reinsurance corporation has caused this endorsement to be signed by its president and secretary at New York, New York, But the same shall not be binding upon the reinsurer unless countersigned by another officer of the reinsurer.

COUNTERSIGNED AT NEW YORK, NEW YORK THIS

2nd

DAY OF . ....

MAY

, 19 79

CONSTITUTION REINSURANCE CORPORATION

COMPANY COPY

# EXHIBIT W

# - CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

The North River Insurance Company



CERTIFICATE NUMBER

61647

***		-	RENEWAL CERTIFICATE NUMBER
Warner Lambert Compa	ny ISTATE		
Manufa Distant	I ·	ŽIP	REPLACES CERTIFICATE NUMBER
Morris Plains  company policy number	New Jersey COMPANY PO	LICY PERIOD	REINSURANCE POLICY PERIOD
XS 2690	l-1-74 to 1-		i
TEM 1- TYPE OF INSURANCE			1-1-74 to 1-1-77
Excess Umbrella Liabili	ity		
EM 2- POLICY LIMITS & APPLICATION		<del></del>	
\$1,500,000 each occurre \$8,500,000 excess of \$4	ence and in the aggr 0,000,000	egate where	e applicable part of
EM 3 - COMPANY RETENTION \$1,000,000 subject to fac			
\$500,000 each occurrence	e and in the aggreg	ate where a	pplicable part of
FEM 4— REINSURANCE ACCEPTED  \$500,000 each occurrence \$1,500,000 part of \$8,500	e and in the aggrego, 0,000 excess of \$40	ate where a	pplicable part of
\$500,000 each occurrence	e and in the aggreg 0,000 excess of \$40	ate where a	pplicable part of

THE PREMIUM FOR THIS REINSURANCE SHALL BE \$9,720.00 less 25% ceding commission.

CONSTITUTION REINSURANCE CORPORATION

COMPANY, COPY

Assistant Vice President

# CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038 herein called the Reinsurer

#### REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part bereof, the Reinsurer does heretry reinsure the ceding company named in the Declarations (herein, called the Company's respect of the Company's policyties) as follows

- The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of trability specified in Item 3 of the Declarations, unless otherwise declared to the Heinsteier. The liability of the Reinsteier as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurci's cert ficate period shall be as specified in the declarations at 12.01 AM as to both dates at the place specified in the Company's policy. The Company shall burn-sh the Reinsurer with a copy of its policy and ill endorsements thereto and agrees to notify the Rainsurer promptly of all changes which in any manner affect this certificate of rem-surance. The Company shall muse available for inspection, and place at the dis-posal of the Reinsurer at all reasonable times, all records of the Company re laring to this certificate of reinsurance or claims in connection therewith
- in no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, inquidator or statutory successor, have any rights under this agreement
- The Company shall notify the Reinsurer promptly of any occurrence which in the Company's estimate of the value of insuries or dameges sought, without regard to liability, might result in judgement in an amount sufficient to involve this certificate of reinsurance. The Company shall also notify the Reinsurer promptly of any occurrence in laspect of which the Company, has created a loss reserve equal to or greater then lifty ISOI percent of the Company's retention specified in Item 3 of the Declarations, or, if this remaurance applies on a contributing excess basis, when notice of claim is received by the Company. While the Reinsurer does not undertake to investigate or defend claims or units, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate coursel at its own expanse and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this certificate of ir-insurance
- All loss artifements made by the Company, provided they are within the terms and conditions of the original policyles) and within the terms and conditions of this certificate of reinsurance, shall be binding on the Reinsuras. Upon receipt of a definitive statement of loss, the Relinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses fother than office expenses and payments to any salaried empolyeel incurred by the Company in the investigation and sattlement of claims or suits and its proportion of court costs and interest on any judgement or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross toss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted or a contributing excess basis and then only in the percentage stated in item 4 of the declarations in the first layer of participation.

As used in this Certificatil the following terms shall have the meaning set op posite each

Excess of Loss. The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations, appliesly) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations

Contributing Excess. The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Renaural pplies proport anally to all loss settlements in the percentace(s) set forth in Item 4 of the Declarations

Non-Concurrent. The reinsurance provided does not apply to any baserds or risks of loss of damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Remourer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations

- The Reinsurer will be paid or predited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company at making such recovery. If the reinsur-ance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which I ability attaches
- G. The Company will be liable for all cause on premiums ceded to the Re insurer under this certificate of reinauration C.
- In the event of the insolvency of the Company, the reinsurance provided by this certificate shall be payable by the Reinsurer on the besis of the liability of the Company under the policy(iss) reinsured, without chiminution because of such inslovency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendnecy of each claim against the Company on the policy(les) reinsured hereunder within a reasonable time after such claim is field in the insolvency proceedings. The Beinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidato tory successor. The expense that incurred by the Reinaurer shall be chargeable, subject to court approval, against the insolvent Company as part on the expense of liquidation to the extent of a proportionate share of the benefit which may sucrue to the Company solely as the result of the defense undertaken by the
- The Fleinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amountful due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as cading company
- Should the Company's policy be cancelled this certificate shall terminate automatically at the same time and date. This partificate may also be cancelled by the company or by the reinsarer upon not less than thirty days prior written notice, one to the other, stating when thereafter the reinsurance alforded here-by shall terminate. Proof of mailing shall be deemed proof of notice and calcuon of the earned premium shall fullow the company's calculation in the use of short rate or pro rate cebles
- The terms of this certificate of reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer

IN WITHERS Whereof, constitution reinsurance corporation has caused this certificate of reinsurance to be signed by its President at the same shall not be binding upon the Reinsurer unless countersioned by an authorized representative of the Reinsurer

The Secretary

Jack Junes

**ENDORSEMENT** 

NO...1.....

FOR ATTACHMENT TO CERTIFICATE NO. 61647 BETWEEN A/C: WARNER LAMBERT COMPANY R/I: THE NORTH RIVER INSURANCE COMPANY # X5 2600 DECEMBER 31, 1975 CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT

FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

> 2 1976 JUN

FOR AND IN CONSIDERATION OF A RETURN PREMIUM OF \$3,248.88 LESS 25% CEDING COMMISSION IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART OF SHALL BE CANCELLED EFFECTIVE DECEMBER 31, 1975.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

COUNTERSIGNED AT NEW YORK, NEW YORK THIS ..

Ju 理itnebb 理herput, the constitution reinsurance corporation has caused this endorsement to BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

\_26th

MAY. .. DAY OF

, 19.76 ...

CONSTITUTION REINSURANCE CORPORATION

BROKER COPY

# EXHIBIT X

# CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

THE NORTH RIVER INSURANCE COMPANY



NAME OF INSURED				
WARNER LAMBERT COMPA	XS 4052	ICY NUMBER		
CITY		STATE		ZIP
MORRIS PLAINS		NEW JER	SEY	07950
REINSURANCE POLICY PERIOD	COMPANY POLIC			RENEWAL CERTIFICATE NO.
12/31/75   12/31/78	12/31/75 TO	12/31/78		
REPLACES CERTIFICATE NO.	1			
ITEM 1 - TYPE OF INSURANCE		······································		
EXCESS UMBRELLA	LIABILITY			• • •
ITEM 2 - POLICY LIMITS & APPLICATION	<del></del>			
\$2,000,000 EACH OC APPLICABLE PART IN TURN IS EXCESS	OF \$15,000,000 1	EXCESS OF	\$5,000,000	
ITEM 3 - COMPANY RETENTION	PANAL	**************************************		· · · · · · · · · · · · · · · · · · ·
	•	•		
\$1,000,000 SUBJECT	TO FACULTATE	VE REINSU	RANCE	
			•	
ITEM 4 - REINSURANCE ACCEPTED				
\$1,000,000 EACH OCAPPLICABLE PART EXCESS OF \$5,000,000 INSURANCE	OF \$2,000,000 PA	ART OF \$15	,000,000 W	HICH IS
ITEM 5 - BASIS OF ACCEPTANCE				
EXCESS OF LOSS	X CONTRIBUTING E.	XCESS	no	N-CONCURRENT
TEM 6 - PREMIUM	· · · · · · · · · · · · · · · · · · ·		***************************************	
\$117,304.00 NET.				
Ψ111, 304, 00 14.E.T.				
•				
			4.00	
TEM 7 - CANCELLATION NOTICE				
75 DAYS				

CONSTITUTION REINSURANCE CORPORATION

AUTHORIZED SIGNATURE VICE PRESIDENT ENDORSEMENT

NO... $^1$ ...

FOR ATTACHMENT TO CERTIFICATE NO. 62997 BETWEEN A/C: WARNER LAMBERT COMPANY R/I: NORTH RIVER INSURANCE COMPANY #XS 4052 and CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT DECEMBER 31, 1975

FROM. 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS UNDERSTOOD AND AGREED THAT ITEMS 2 AND 4 ARE AMENDED TO READ AS FOLLOWS:

ITEM 2 - POLICY LIMITS \$2,250,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE PART OF \$15,000,000 IN EXCESS OF \$5,000,000 WHICH IN TURN IS IN EXCESS OF UNDERLYING

ITEM 4 - REINSURANCE ACCEPTED \$1,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE PART OF \$2,250,000 PART OF \$15,000,000 IN EXCESS OF \$5,000,000 WHICH IN TURN IS IN EXCESS OF UNDERLYING

. ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

IN WITHER THE CONSTITUTION REINSURANCE CORPORATION HAS CAUSED THIS ENDORSEMENT TO BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

Secretary

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COUNTERSIGNED AT NEW YORK, NEW YORK THIS 28 TH

DAY OF JAN

CONSTITUTION REINSURANCE CORPORATION

COMPANY COPY

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# NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - REINSURANCE

- (1) This reinsurance does not cover any loss or liability accruing to the Company as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.
- (2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Company (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

#### Limited Exclusion Provision.®

- I. It is agreed that the policy does not apply under any liability coverage,
  - to bodily injury or property damage with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
- II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either
  - (a) become effective on or after 1st May, 1960, or
  - (b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Company (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

#### Broad Exclusion Provision.\*

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to bodily injury or property damage

  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to first aid,

  - to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material
  - and arising out of the operation of a nuclear facility by any person or organization.



# CONSTITUTION REINTURANCE CORPORATION

# CONSTITUTION REINSURANCE CORPORATION

CEUMS OF MARANA TO MAKE

110 WILLIAM STREET

THE NORTH RIVER INSURANCE @COOKSHOOKWIN, AROY WIN

herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

SCHAP AND Y PUBLICY NUMBER

MAKE OF INSURER

In consideration of the payment of the premium, and subject to She Cerms Conditions and limits of liability setrional Serial and in the Declarations made of party buts of, the Reinsurar does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect to the Company's policy(ies) as follows:

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MORRIS PILLINS

The Company-warrants to retain for its own account, subject to treaty resign viscontributing excess. The Company's policy applies in excess of other insurance if applicable, the amount of liability specified in Item 3 of the Capital Signatures, unless otherwise declared to the Fleinsurer. The liability of the Fleinsurer. as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy\_except\_when\_otherwise\_specifically\_provided\_herein\_or\_designated as no concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the

8. In no event shall anyons other than the Company or, in this event of the affolded by the Company in making such recovery. Its Company's insolvency, its receiver, liquidator or statutory succession that each anyons of the control of the company's insolvency, its receiver, liquidator or statutory succession that each any of the control of the contr

The Company snall notify the Reinsurer promptly of any occurrence which in the Company's estimate of the value of injuries or damages sought, without regard to liability, might result in judgment in an amount sufficient to involve this Certificate of Reinsurance. The Company shall also notify the Reinsurer promptly of any occurrence in respect of which the Company has created a loss reserve equal to or greater than fifty (50) percent of the Company's retention specified in Item 3 of the Declaration, or, if this reinsurance applies on a contributing excess basis, when notice of claim is received by the Company. While VI the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate occursel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.

D. All loss settlements made by the Company, provided they are within the of liquidation to the extent of a proportionate share of the benefit which may terms and conditions of the existing believ (ise ) and within the terms and conditions of the exist of the defense padertaken by the terms and conditions of the slighted believ like land within the terms and sont and conditions of this Certificate of Reinsurence panel be pigning entire Reinsurent points. A Reinsurence of a definitive statement of loss, the Reinsurent hall promotive pay its proportion of such loss as set a reinsurent to loss as set a reinsurent to any salaried employee) incurred by the Company in the investigation ments to any salaried employee) incurred by the Company in the investigation. and settlement of claims or suits and its proportion of court costs and interest on or under any other a any judgment or award, in the ratio that the Reinsurer's loss payment bears to company's gross loss payment. If there is no loss payment, the Reinsurer company, that pay its proportion of such expenses only in jespect of business accepted on or under any other and the Reinsurer company. -contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation.

#### Definitions

used in this Certificate the following terms shall have the meaning set op-

TXCESS OF LOSS The limit(s) of liability of the Reinsurer, as stated in Item Lof the Declarations (Reinsurance Accepted applies(y) only to that portion of loss ettlament(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

valid insurance, reinsurance or a self insured teasurion and the limit of liability of the Reinturer applier proportionally to all loss settlements in the percentage of the REPLACES CERTIFICATE NO.

The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of ma Helinswer that be determined to thought the Company's policy applied only to the hazards or risks of loss or damage specifically described in the ITEM 2 - POLICY LIMITS & APPLICATION

Reinsurance. The Company shall make available for inspection, and precent of the Company with its proportion disposal of the Reinsurer at all reasonable times, all records of the Company reisting to this Certificate of Reinsurer district in common of the Company reisting to this Certificate of Reinsurer district in common of the Company reisting to this Certificate of Reinsurer district in common of the Company of th

The Company will be liable for all taxes on premiums caded to the Reinsurer under this Certificate of Reinsurence.

H. In the event of the insolvency of the Company, the reinsurance provided by this Cartificate shall be payable by the Reinsurar on the basis of the liability of the Company under the policy(les) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pandency of each claim lagainst title Company on the policy(lies) rethread hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsolvency surer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, iquidator, or statutory successor. The expense thus incurred by the Remaurer shall be chargedole; subject to court approval, against the insolvent Company as part of the expense

or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as as assuming reinsured or as caling EXCESS OF LOSS.

-Should the Company's policy be cancelled this Cartificate shall terminate automatically at the same time and data. This Cartificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for ponypayment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate. Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.

The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authors ized representative of the Reinsurer. 75 DAYS

In Hitness Thereof, constitution reinsurance corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

Secretary

REMISSIRING CORPORATION

President

# EXHIBIT Y

# CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

THE NORTH RIVER INSURANCE COMPANY



NAME OF INSURED WARNER LAMBERT COMPANY		DCL 00 13 50			, , , , , , , , , , , , , , , , , , ,
CITY		STATE			ZIP
MORRIS PLAINS		NEW JERSEY		}	07950
REINSURANCE POLICY PERIOD 12/31/75   12/31/78	12/31/75 TO I			RENEWAL CERTIFIC	ATE NO.
REPLACES CERTIFICATE NO.					
ITEM 1 - TYPE OF INSURANCE					
EXCESS UMBRELLA	LIABILITY				
\$4,500,000 EACH OC APPLICABLE PART					NCE
\$3,500,000 SUBJECT	TO FACULTATE	VE REINSUI	RANCE		,
ITEM 4 - REINSURANCE ACCEPTED					
\$1,000,000 EACH OCC APPLICABLE PART ( EXCESS OF UNDERLY	OF \$4,500,000 PA	ART OF \$5,			
ITEM 5 - BASIS OF ACCEPTANCE  Excess of Loss	Х сонтнівитіна е	XCESS		ION-CONCURRENT	
ITEM 6 - PREMIUM					
\$296,000.00 DEPOSIT AT RATE ON FILE WI			JUSTABL	e annuali	L <b>Y</b>
TEM 7 - CANCELLATION NOTICE 75 DAYS		***************************************			

CONSTITUTION REINSURANCE CORPORATION

VICE PRESIDENT

#### CERTIFICATE OF REINSURANCE

### CONSTITUTION REINSURANCE CORPORATION

### REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part here of, the Reinsurer does hereby reinsure the company named in the Declarations (herein called the Company) in respect of the Company's policylisti as follows

A. The Company warrants to retain for its own account, subject to treaty reminurance of applicable, the amount of vibility specified in Item 10 if the Declarations, unless stherwise declarate to the Reminurer, the liability of the Reminurer, as pecaned in from 1 of the Declarations, and follow that of the Company is small be abbett in all remote to fill min remin and contains of the Company's pauly execute when unbandued should also should declare or despatited as non-concurrent in business. In the Cod of the Company's pauly execute when unbandued should also should also should be the declaration of the Company and the following the containing to business of the Company of the Cod of

nghis under this Cornt nont of Feinger in the

G. The Company that notify the Reinstead promptly of any occurrence enigh to the Lord service extracts on the value of injuries or damages sought, without upod to use any injuries of the value of injuries or damages tought, without upod to use any injuries result in judgment in an amount sufficient to excelled the Damage and of the surface of the order of the surface of the surf

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#### E. Definitions

As used in this Certificate the following terms shall have the meaning set op-

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EXCESS OF LOSS The limit(s) of liability of the Resourer, as stated in Item 4 of the Declaration (Reinsurance Accented applies(y) only to thet portion at loss settlement(s) in excess of the applicable retention of the Company as stated in

CONTRIBUTING EXCESS The Company's policy applies in axions of other wild insurance, rehistorace or a set insured reterrion and the limit of liability of the Renew er socilier proportionally to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any has NUMECUNCUMBENT. The reinsurance provided does not apply to any new nodes or rules of house in cause of many control under the Company's policy other this those specifically set for in the Depletations. The retention of the Company's notice populate only to the hearth's notice populate only to the hearth's policy of the hearth's policy populated only to the hearth's or risks of loss or damage specifically described in the Originations.

Fig. Reinsurer will be paid or credited by the Company with its proportion of taiwage, that is, its moustainment obtained or recovery made by the Company. Test all expenses paid by the Company is making such recovery. If the reinsurance of forcided by the Company is agrees of lost basis, solves a shall be applied by the Company in the Inverse propries which liability attaches.

G. The Company will be liable for all taxes on premiums caded to the Re-institute under this Caroficase of Reinsurance.

In the event of the insolvency of the Company, the reinsurance provided by the Certificate shall be on-joble by the Reinsuran an the owns of the incoming of the Company under the polygical reinsured, where the mailtain area are of the Company under the polygical reinsured, where the rest insolvency, therefore the Company or its recover, fourteener, its intervency of each contain the Company on the pilitophash reinsured the findeds methods are stressed about the first to manager the stressed about the first to manager the intervence of the region to manager at the first to manager at the first to manager at the first to manager at the contained and the first to make a first to the contained and the first to make the first to make a first to the support of the section of the section of the first to make an observation of the section of the section of the section of a proportion of the section of the section of a proportion of the definition of the section of the section of the section of a proportion of the section of a proportion of the section of a proportion of the section of the sec

1. The Reinsurer may collect any balanca(s), whether on account of the In Tigeneurer may object any passiners; i vinguer ou jectious, of the fitting, commissions, bases, objects, objects, totales, tot

J. Should the Company's policy be cancelled this Ceruficate shell terminate automatically at the same time and date. This Ceruficate may also be cancelled by the Company orby the Reinsurer upon not less than the number of days shown in Item 7 exception (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the resignance affords hereafters and the terminate. Proof of mailing shall be deemed proof of notice and calculation of the carned premium shall follow the Company's calculation in the use of short care or notice as short rate or pro rata cables.

K. The terms of this Certificate of Reinsurance shall not be weived or changed except by endorsement issued to form a part hereof, executed by a duly author-used representative of the Reinsurar.

In Hitness Atherent, constitution Reinsurance componation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

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# NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - REINSURANCE

- (1) This reinsurance does not cover any loss or liability accruing to the Company as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.
- (2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Company (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

#### Limited Exclusion Provision.

- I. It is agreed that the policy does not apply under any liability coverage,
- to bodily mjury or property damage with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or
- would be an insured under any such policy but for its termination upon exhaustion of its limit of liability. II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles. liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either
  - (a) become effective on or after 1st May, 1960, or
  - (b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Company (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vetucle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

#### Broad Exclusion Provision.\*

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to bodily injusy or property damage
  - (a) with respect to which so insured under the policy is also an insured under a nuclear energy
  - liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear lasserance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to misintain furancial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- IL Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating immediate medical or surgical relief, to expenses incurred with respect
  - to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material
  - and arising out of the operation of a nuclear facility by any person or organization.

#### **ENDORSEMENT**

NO.. 1 .....

FOR ATTACHMENT TO CERTIFICATE NO. 62998

R/I: NORTH RIVER INSURANCE COMPANY # DCL 00 13 50 BETWEEN A/C: WARNER LAMBERT COMPANY CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT DECEMBER 31, 1975

FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR VALUE RECEIVED, IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ITEMS SHALL BE AMENDED TO READ AS FOLLOWS:

# ITEM 2 - POLICY LIMITS AND APPLICATION

\$5,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE EXCESS OF PRIMARY

### ITEM 3 - COMPANY RETENTION

\$4,000,000 SUBJECT TO FACULTATIVE REINSURANCE

#### ITEM 4 - REINSURANCE ACCEPTED

\$1,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE PART OF \$5,000,000 IN EXCESS OF PRIMARY

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

COUNTERSIGNED AT NEW YORK, NEW YORK THIS

In 细itness 细hereof, the constitution reinsurance corporation has caused this endorsement to BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

20th

DECEMBER DAY OF

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ITUTION REINSURANCE CORPORATION

COMPANY COPY-

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NO. 2

FOR ATTACHMENT TO CERTIFICATE NO.	52988 mm.um. A/C+ WAS	ጋህድክ ፣ ለሀይድውና <u>የሳዝሙ</u> ለነህ
R/1: NORTH RIVER INSURANCE	CE COMPANY #DCL 001350	) and
CONSTITUTION REINSURANCE CORPORATIO	OR. EFFECTIVE DATE OF THIS ENDORS	EMENT DECEMBER 31, 1978
FROM 12:01 O'CLOCK A.M. STANDARD TIME THE CERTIFICATE OF WHICH THIS ENDORSE IT IS UNDERSTOOD AND AGREED THAT:	LE OF THE ABOYE EFFECTIVE DATE IT MENT FORMS A PART IS HEREBY AMEN	IS UNDERSTOOD AND AGREED THA NDED IN THE FOLLOWING PARTICULAR
ITEM 1 - TYPE OF INSURANCE ITEM 2 - POLICY LIMITS AND APPLICAT ITEM 3 - COMPANY RETENTION ITEM 4 - REINSURANCE ACCEPTED ITEM 5 - BASIS OF ACCEPTANCE ITEM 6 - PREMIUM ITEM 7 - CANCELLATION NOTICE	ION	AUDIT INCEPTION DATE EXPIRATION DATE NAME OF INSURED ENDORSEMENT NUMBER CANCELLED
SHALL BE XXENDEBYSYEX XXXXXXXXX	EXTENDED TO EXPIRE ON:	
JANUARY 1, 1979		
•		
		****
ADDITIONAL PREMIUM	return premium	CEDING COMMISSION
\$270.40 NET	٠٠٠ مي <b>ن</b> مين	
ALL OTHER TERMS AND CONDITIONS REMAIN	UNALTERED.	
In 舞道加速器 羅伯中中的 THE CONSTITUTE BE SIGNED BY ITS PRESIDENT AND SECRETAL UPON THE REINSURER UNLESS COUNTERSIGN	ION REINSURANCE CORPORATION I RY AT NEW YORK, NEW YORK, BUT ED BY ANOTHER OFFICER OF THE REI	HAS CAUSED THIS ENDORSEMENT TO THE SAME SHALL NOT BE BINDING NSURER.
J. Phane Secretary		Sand Simons Provident
COUNTERSIGNED AT NEW YORK, NEW YORK T		OF NOVEMBER 1978 NSURANCE CORPORATION
	1 homas	D. Terms

FM 16.0.112 (4-78)

COMPANY COPY

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NO. 3

K/1: THE NORTH RIVER INSU	62998 BETWEENA/C: WARNER IRANCE COMPANY MOCL 0013 ON. EFFECTIVE DATE OF THIS ENDORSEMENT	50 and
FROM 12:01 O'CLOCK A.M. STANDARD 11/ THE CERTIFICATE OF WHICH THIS ENDORSE IT IS UNDERSTOOD AND AGREED THAT:	ME OF THE ABOVE EFFECTIVE DATE IT IS UNI MENT FORMS A PART IS HEREBY AMENDED IN	DERSTOOD AND AGREED THA THE FOLLOWING PARTICULARS
ITEM 1 - TYPE OF INSURANCE ITEM 2 - POLICY LIMITS AND APPLICATION ITEM 3 - COMPANY RETENTION ITEM 4 - REINSURANCE ACCEPTED ITEM 5 - BASIS OF ACCEPTANCE ITEM 6 - PREMIUM ITEM 7 - CANCELLATION NOTICE	мол П — — — — — — — — — — — — — — — — — — —	AUDIT NCEPTION DATE EXPIRATION DATE NAME OF INSURED ENDORSEMENT NUMBER CANCELLED
SHALL BE AMENDED TO READ AS FOLLOWS:	• •	
CHARGED FOR THE PERIOD OF DECOMPLETED.	ECEMBER 31, 1978 TO JANUARY	1, 1979 HAS BEEN -
ADDITIONAL PREMIUM	RETURN PREMIUM	CEDING COMMISSION
\$24,000.00 NET		
ALL OTHER TERMS AND CONDITIONS REMAIN  IN WITHER WHEREIF, THE CONSTITUT BE SIGNED BY ITS PRESIDENT AND SECRETAL UPON THE REINSURE! UNLESS COUNTERSIGN	ION REINSURANCE CORPORATION HAS CAI	
COUNTERSIGNED AT NEW YORK, NEW YORK T	HIS 24th DAY OF	recident  JULY 19 79.
	CONSTITUTION REINSURAN	

COMPANY COPY

FM 14.0.112 (4.78)